

2008 DEC 14 A 8 54

MUR 5849
Robert Rubio
Factual and Legal Analysis
Comments

I am submitting my comments to the statements made in the above mentioned Factual and Legal Analysis.

In page 2, lines 7 through 13 there are statements made regarding "doubts" about the propriety of obtaining Bank reimbursement.

In 2004 I approached the our compliance officer Susan Ainilian about the dinner being a reimbursable expense based on Bank of America guidelines for submitting expense reimbursements. At that time Ms. Ainilian could not give me a definitive answer on whether or not the dinner qualified as a business expense. Because of this I chose not to submit the expense. Similar to many Bank related out of pocket expenditures such as staff meals, office supplies and other sundry expenses charged to the Bank's Visa card for which I submitted personal payments.

As the requests to attend dinners for Buck McKeon became routine, I cannot recall reading beyond the (June 11, 2004 based on the legal analysis document) request to attend the dinner and submit a check directly to Ms. Cannon. Routinely, whether approached by Kathy Cannon's administrative assistant Sherrie Griffiths or responding to the e-mail, I submitted a personal check.

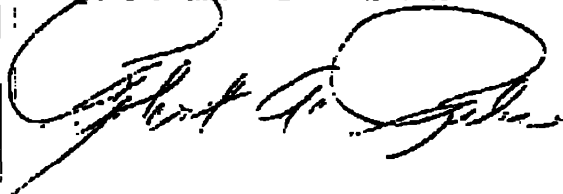
In page 2 lines 17 through 21 I hold to my statement that I cannot recall the exact circumstances as to why I approved the transaction. The expense reimbursement system is at Bank of America is electronic and requires a "approve" click on the item.

I offered to the interviewers that I most likely asked Mr. Robertson if he had received authorization. That is my only theory other than approving the transaction without review. I did not check back with Kathy Cannon regarding approval. I never approached Mr. Robertson to assist me with recollection of the circumstances.

My actions were never based on knowledge of an illegal political contribution. I viewed this as a question of a reimbursable item under the Bank's expense guidelines and reimbursement for business expense entitlement to an associate. I felt that if it were not reimbursable, like other transactions, it would be reviewed and rejected by the Bank's corporate Expense Control. There was no intent or personal benefit to me when I authorized the expense reimbursement.

After nearly 25 years with Bank of America and an exemplary record, I was terminated for this action.

I hope these facts can be taken into consideration.



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